



# ESCALADE & ASCENSION

ROCK CLIMBING GYMS

## RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION & COVENANT NOT TO SUE

This release of liability, assumption of risk, indemnification and covenant not to sue is an important legal document! By signing it, you are giving up certain rights. **BE SURE TO READ IT CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to participate in one or more of the following activities offered by or involving Escalade, Inc. d/b/a Escalade Rock Climbing Gym ("Escalade") or Ascension Rock Climbing Gym, LLC ("Ascension"): (a) indoor rock climbing and using rock climbing equipment at 3694 Kennesaw South Industrial Drive, Suite B, Kennesaw, Georgia 30144 or at 125 Depot Court, Peachtree City, Georgia 30269 (either being the "Gym"); (b) rock climbing classes at the Gym; (c) other activities or classes offered at the Gym including but not limited to summer camps, pilates, yoga, or aerial silks; (d) outdoor rock climbing trips to destinations in Georgia or other states (the "Trips"); (e) competitions at the Gym or at other facilities; (f) training or coaching from Escalade or Ascension personnel either at the Gym, on a Trip, or at a competition, or (g) being transported in a motor vehicle provided by Escalade or Ascension (individually or collectively, the "Activities") I hereby agree as follows:

1) **RELEASE OF LIABILITY.** I hereby release Escalade and Ascension and their employees, instructors, agents, volunteer staff, representatives, officers, directors, members, agents, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands, or causes of action, whether known or unknown, suspected or unsuspected, arising out of any damage, loss, or injury to me (including my death) or my property as a result of or in any way connected with my participation in any of the Activities, whether resulting from the negligence or other fault, of any of the Released Parties, or from any other cause.

2) **ASSUMPTION OF RISK.** I know and understand the scope, nature and extent of the risks involved in the Activities. I further understand that I may be exposed to other risks that may not be foreseeable. I voluntarily and expressly choose to incur all risks associated with the Activities, whether known or unknown, and take responsibility for those risks understanding that they may include bodily and personal injury, damage to property, disfigurement, concussion, heart attack, paralysis, or death.

3) **AGREEMENT NOT TO SUE.** I agree, and hereby instruct my heirs and anyone claiming on my behalf, never to initiate or assist in any lawsuit or cause of action against any of the Released Parties whether caused by the negligence or fault, active or passive, of any of the Released Parties, or from any other cause. If I, or if anyone on my behalf, initiates any lawsuit, cause of action, or claim for damages against any of the Released Parties, I agree that the Released Parties shall be entitled to recover from the suing party all attorneys' fees and costs incurred in defending the lawsuit, cause of action or claim and any actions arising there from.

4) **INDEMNITY AGAINST THIRD PARTY CLAIMS.** I agree to indemnify the Released Parties from any and all losses, claims, actions, or proceedings of every kind and character, including attorneys' fees and expenses, presented or initiated by any third person or organization as a result of my direct or indirect participation in the Activities, whether resulting from the negligence or other fault, either active or passive, of any of the Released Parties, or from any other cause.

5) **LIMITATION OF WARRANTY.** ESCALADE AND ASCENSION MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FACILITIES, EQUIPMENT OR VEHICLES PROVIDED FOR THE ACTIVITIES. ESCALADE AND ASCENSION DISCLAIM ALL WARRANTIES EXPRESS, IMPLIED OR IMPOSED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. I ACKNOWLEDGE AND ACCEPT THIS LIMITATION OF WARRANTY. I ALSO ACKNOWLEDGE THAT THE EQUIPMENT PROVIDED BY ESCALADE OR ASCENSION FOR INDOOR OR OUTDOOR ROCK CLIMBING HAS BEEN PREVIOUSLY USED FOR ROCK CLIMBING ACTIVITIES.

6) **APPLICABLE LAW/WAIVER OF JURY TRIAL/VENUE.** The laws of the State of Georgia shall govern this agreement and any dispute arising from the Activities. I hereby waive my right to a jury trial and I consent to personal jurisdiction and venue in the federal and state courts located in Cobb County, Georgia if Escalade or Fayette County, Georgia if Ascension is the defendant.

7) **SEVERABILITY OF PROVISIONS.** I agree that this agreement is intended to be as broad and inclusive as permitted by applicable law. If a portion of any provision is held invalid or unenforceable the remainder of the provision shall remain in full force and effect.

8) **CONTINUATION OF OBLIGATIONS.** I agree that the terms and conditions of this agreement (i) shall continue in full force and effect at all times that I participate, either directly or indirectly, in the Activities and (ii) supersedes any prior similar agreement.

9) **RULES AND CONDITIONS.** I acknowledge that the rules, directives and procedures ("Rules") and conditions of the Gym may change at any time and agree to read and abide by all Rules in effect every time I participate in the Activities. I agree to pay attention to the state of all equipment and to immediately advise Escalade or Ascension personnel if I do, or notice, any damage. I agree to promptly comply with all requests and/or instructions and agree to promptly leave the Gym if directed to do so by any Escalade or Ascension personnel.

10) **CERTIFICATION/WAIVER OF RIGHTS.** I am at least 18 years of age and have full legal authority to sign this agreement OR I am the parent or legal guardian ("Parent") of a participant who is not yet 18 and hereby grant permission for the minor child to participate in the Activities. If I am a Parent, I represent that I have advised my child to abide by all Rules and I have the full legal right and authority to grant this permission and sign this agreement on behalf of my minor child. I have read this entire agreement, understand its terms, and knowingly and voluntarily give up the rights that I, or my minor child, might otherwise have.

By signing below, I hereby certify that I have read this entire Agreement, that I understand its terms, that I am voluntarily giving up the legal rights that I, or my minor child, if applicable, might otherwise have, and that I have signed this Agreement knowingly and voluntarily.

### Participant Information

Participant Name \_\_\_\_\_ Age \_\_\_\_\_ Cell Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Email Address (optional): \_\_\_\_\_ for Specials, Discounts or Events

**IF SIGNED BY A PARENT/GUARDIAN OF MINOR.** I hereby state that I am the parent or guardian of the minor whose name appears above. I am familiar with and consent to agree to the terms and provisions set forth in this Release of Liability, Assumption of Risk, Indemnification and Covenant Not to Sue.

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Parent or Legal Guardian must sign here if participant under the age of 18)

Driver's License Number of Person Signing \_\_\_\_\_ \*NOTE: If no license number is provided the participant will not be permitted to enter facility. If parent/guardian is not accompanying minor participant a copy of the license MUST be provided or minor will not be permitted to enter facility.

ALL INFORMATION AND DRIVERS LICENSE WILL BE VERIFIED UPON ENTRY